

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				I. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   3</b>	
2. AMENDMENT/MODIFICATION NO. <b>0001</b>		3. EFFECTIVE DATE <b>29-Jul-2004</b>		4. REQUISITION/PURCHASE REQ. NO. <b>W81LJ8-4020-7055</b>		5. PROJECT NO.(If applicable)	
6. ISSUED BY USAED, WILMINGTON -(910)251-4424 ATTN: DANNY R KISSAM 69 DARLINGTON AVE WILMINGTON NC 28403		CODE <b>W912PM</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <b>W912PM-04-B-0008</b>			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) <b>08-Jul-2004</b>			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.							
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>W912PM-04-B-0008, entitled MAINTENANCE DREDGING OF MANTEO (SHALLOWBAG) BAY, DARE COUNTY, NORTH CAROLINA (OREGON INLET/VICINITY OF THE BRIDGE) is amended to incorporate the following attached changes:</b>  The Time and Date set forth for receipt of Bids remains unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: EMAIL:			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		29-Jul-2004	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION 00010 - SOLICITATION CONTRACT FORM

## SUBCLIN 0007AB

The unit of issue has changed from Acre to Cubic Yard.

## SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

## 52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$500,000.00 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate

established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End)

#### SECTION 01355A - ENVIRONMENTAL PROTECTION

- a. Delete existing COVER page in its entirety and replace with revised COVER.
- b. ADD SPECIAL USE PERMIT in its entirety.

NOTE:

Text that is added or revised by this amendment is replaced in its entirety and printed in bold and/or stamped appropriately.

(End of Summary of Changes)

Encls  
As stated

# **ATTACHMENT 4**

## **“USFWS Special Use Permit (7-20-2004)”**

UNITED STATES DEPARTMENT OF THE  
INTERIOR  
FISH AND WILDLIFE SERVICE

Pea Island National Wildlife Refuge

## SPECIAL USE PERMIT

Station No. to be Credited

411630

Permit Number

2004-028

Date

07-20-2004

Period of Use (inclusive)

From July 20, 2004

To December 31, 2004

Permittee Name

Wilmington District, U. S. Army Corps of Engineers

Permittee Address

Colonel Charles R. Alexander  
P. O. Box 1830  
Wilmington, NC 28402-1830  
(Chris Frabotta 910-251-4670)

Purpose (specify in detail privilege requested, or units of products involved)

The U. S. Army Corps of Engineers (USACE) is requesting authorization to place an estimated 331,000 - 555,000 cubic yards of material dredged from the portions of the Oregon Inlet Navigation Channel referred to as the Bodie Island Spit and Ocean Bar on or near the beach of Pea Island National Wildlife Refuge. An additional 351,000 cubic yards will be dredged if funds become available for a total of 908,000 cubic yards. Dredging of the Bodie Island Spit portion of the navigation channel will be done by ocean-dredged pipeline dredge and the Ocean Bar portion will be dredged by a hopper dredge. The hopper dredge will dispose as close to shore as possible. The project is expected to take about 90 days to complete. Placement of the dredged material on the refuge beach will begin at or south of Corps of Engineers Station 45+00 and will transition to a full disposal section at or south of Station 46+50. Disposal will continue southward for a distance of approximately 2,200 feet and will then transition back to the natural shoreline. The node created by this disposal technique shall contain approximately 200,000 cubic yards of dredged material. Condition # 7 of the "Special Conditions for Beach Placement of Dredged Material Pea Island National Wildlife Refuge" provides more detailed disposal specifications. The total length of refuge beach affected by the project is expected to be about 15,000 - 16,000 feet.

Description (specify unit numbers, metes and bounds, or other recognizable designations)

Dredging will be done off refuge within or adjacent to the Oregon Inlet Navigation Channel. All dredged material will be placed along the beach by pipeline and nearshore by hopper dredge at Pea Island National Wildlife Refuge, Dare County, North Carolina

Amount of fee \$ 0.00 if not a fixed payment, specify rate and unit of charge:

- ☒ Payment Exempt - Justification: Federally funded maintenance on a public navigation channel
- ☐ Full Payment
- ☐ Partial Payment - Balance of payments to be made as follows:

Record of Payments

N/A

Special Conditions

See attached:

1. "General Conditions"
2. "Refuge Conditions for Special Use Permits and Authorized Activities"
3. "Special Conditions for Beach Placement of Dredged Material on Pea Island National Wildlife Refuge"

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the undersigned, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the conditions and requirements appearing on the reverse side.

Permittee Signature

Charles R. Alexander, Wilmington District-USACE

Issuing Officer Signature and Title

Mike Bryant, Refuge Manager

## General Conditions

### 1. Payments

All payments shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

### 2. Use Limitations

The permittee's use of the described premises is limited to the purposes herein specified; does not unless provided for in this permit allow him/her to restrict other authorized entry on to his/her area; and permits to the Service to carry on whatever activities are necessary for (1) protection and maintenance of the premises and adjacent lands administered by the Service and (2) the management of wildlife and fish using the premises and other Service lands.

### 3. Damages

The United States shall not be responsible for any loss or damages to property including but not limited to growing crops, animals, and machinery, or injury to the permittee, or his/her relatives, or to the officers, agents, employees, or any others who are on the premises from instructions or by the sufferance of the permittee or his/her associates; or for damages or interference caused by wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise or be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

### 4. Operating Rules and Laws

The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing National Wildlife Refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge officer in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

### 5. Responsibility of Permittee

The permittee, by operating on the premises, shall be considered to have accepted these premises with all the facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, or the part of anyone of his/her associates, to use reasonable care.

### 6. Revocation Policy

This permit may be revoked by the Regional Director of the Service without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations governing National Wildlife Refuges or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the Service, by and through any authorized representative, may take possession of the said premises for its own and sole use, or may enter and possess the premises as the agent of the permittee and for his/her account.

### 7. Compliance

Failure of the Service to insist upon a strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms, conditions, or requirements.

### 8. Termination Policy

At the termination of this permit, the permittee shall immediately give up possession to the Service representative, reserving, however, the rights specified in paragraph 9. If he/she fails to do so, he/she will pay the Government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed the reentry as needed to remove his/her property as stated in paragraph 9. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the Government's rights to terminate or cancel the permit for the breach of any specified condition or requirement.

### 9. Removal of Permittee's Property

Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may within a reasonable period as stated in the permit or as determined by the refuge officer in charge but not to exceed 60 days, remove all structures, machinery, and/or other equipment, etc., from the premises for which he/she is responsible. Within the period the permittee must also remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

### 10. Transfer of Privileges

This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue though lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.

### 11. Conditions of Permit not Fulfilled

If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government to be used to satisfy as much of the permittee's obligation as possible.

### 12. Official Barred from Participating

No Member of Congress or Residential Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

### 13. Nondiscrimination in Employment

The permittee agrees to be bound by the equal opportunity clause of Executive Order 11246, as amended.

## Privacy Act Statement—Special Use Permit

NOTICE: In accordance with the Privacy Act of 1974, 5 U.S.C. 552a, please be advised that:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd - 668ee), and the Refuge Recreation Act, (16 U.S.C. 460k-3); implemented by regulations in 50 CFR 25-36.
2. Information collected in issuing a permit may be used to evaluate and conclude the eligibility of, or merely document, permit applicants.
3. Routine use disclosures may also be made (1) to the U.S. Department of Justice when related to litigation or anticipated litigation; (2) of information indicating a violation or potential violation of a statute, regulation, rule, order or license, to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulation, order or license; (3) from the record of the individual in response to an inquiry from a Congressional office made at the request of that individual; (4) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48FR 54716; December 6, 1983).
4. Any information requested is required to receive this permit. Failure to answer questions may jeopardize the eligibility of individuals to receive permits.

Alligator River National Wildlife Refuge  
Pea Island National Wildlife Refuge



**CONDITIONS FOR SPECIAL USE PERMITS & AUTHORIZED ACTIVITIES**

1. The Permittee or authorized person, and all officers, agents, employees, representatives, and clients of the Permittee or authorized person, shall comply with all Refuge, Federal, State, and local regulations and conditions that apply to the special use activity. Failure to comply with any applicable regulation or condition, and all Federal laws, rules, and regulations governing National Wildlife Refuges and the area described in the Special Use Permit (Permit) or authorizing documents, may result in revocation of the Permit or authorized activity and/or criminal prosecution.
2. While engaged in a special use activity on the Refuge, the Permittee or authorized person, and his/her officers, agents, employees, or representatives, shall be in possession of a copy of the Permit or authorizing documents (including all attachments that contain conditions) and shall, upon request by an authorized Refuge official or by any authorized local, state, or federal law enforcement officer, display the copy authorizing their presence and activity on the Refuge and shall furnish any other licenses and identification documents as may be requested.
3. Entry on the Refuge during nighttime hours (i.e., ½-hour after sunset to ½-hour before sunrise) is prohibited, unless authorized in writing by the Refuge Manager.
4. It is unlawful to disturb, destroy, injure, collect, or take any wildlife, plant, natural object, mineral, cultural or historical feature, or public property on the Refuge, unless authorized in writing by the Refuge Manager.
5. Wildlife shall not be harmed or harassed and disturbance shall be kept to a minimum, this includes all snakes (poisonous and non-poisonous snakes), unless authorized in writing by the Refuge Manager.
6. The Refuge Manager should be contacted immediately at (252) 473-1131 upon discovery of any wildfire, or any leak, spill, or break in a pipeline, power line, canal, or dike, or any other accident or incident that has the potential to have an adverse impact on the soil, wildlife, or plants in the area. Any unusual wildlife sightings or suspected illegal activities should be reported to the Refuge Manager.
7. Any accident that results in a personal injury (i.e., an accident that requires professional medical treatment) shall be reported to the Refuge Manager within 24 hours of the accident.
8. All locked Refuge gates shall be closed and locked upon entering and leaving Refuge property. Refuge gates should be left the way they are found (i.e., open, closed, either locked or unlocked as the case may be).

9. Vehicle travel shall only be on designated roads or routes of travel, unless authorized in writing by the Refuge Manager. Vehicles, boats, trailers, and other equipment shall be parked in such a manner that roads and trails, including canoe trails and navigable waters, are not be blocked. Roads and trails need to be accessible to other Refuge visitors and to Refuge staff, cooperative farmers, fire trucks, emergency vehicles, maintenance equipment, and law enforcement patrols.
10. Vehicles with catalytic converters shall be restricted to paved roads, recently maintained gravel or dirt roads, or bare soil areas because of the high fire potential. Vehicles with catalytic converters shall not be parked over high vegetation or other fire hazardous materials.
11. Refuge gate or building keys shall not be loaned to other agencies, companies, or persons. If there is a need for access by other persons, please have them contact the Refuge Manager. All Refuge keys shall be returned to the Refuge Manager, or a designated staff member, within 10 calendar days, after expiration or termination of the Permit or authorized activity.
12. All dogs (or any other pet) must be confined or on a leash while on the Refuge, unless authorized in writing by the Refuge Manager. Leashed pets must be under the immediate control of the Permittee or authorized person, or the leash must be secured to a stationary object. The leash shall not be in excess of 10 feet in length.
13. Possession or use of firearms, air guns, bows and arrows, cross bows, spears, or gigs; or illegal knives, weapons, or devices; or explosives of any type is prohibited on the Refuge when engaged in a special use activity, unless authorized in writing by the Refuge Manager.
14. Littering is prohibited. All materials brought into the Refuge shall be removed and properly disposed. Drink cans, bottles, candy wrappers, toilet paper, and other garbage and refuse shall not be left on the Refuge.
15. The Refuge Manager shall be contacted before any surface work is done. This includes mowing, road or trail improvements, digging, clearing or trimming of brush or vegetation, installation of structures, etc.
16. The use of herbicides and pesticides on Refuge property is prohibited, unless authorized in writing by the Refuge Manager. Unrestricted, over-the-counter-type, insect repellents may be used on or near the body and clothing to repel biting or stinging insects.
17. No permanent or semi-permanent markings shall be made on any Refuge building, structure, gate, post, sign, fence, tree, vegetation, or soil by either marking, painting, cutting, scratching, blazing, mowing, digging, or other destructive method, unless authorized in writing by the Refuge Manager. When needed, only temporary, removable markers (e.g., flagging tape, survey stakes, metal/paper/plastic tags, etc.) shall be used to mark site locations, plots, etc. Safety signs, informational signs, and any other signs required by law or regulation for the special use activity being conducted, shall be posted as required, but only with prior authorization by the Refuge Manager.



All markers and signs shall be removed upon conclusion of the special use activity or upon expiration or termination of the Permit.

18. The use or possession of traps, snares, or other passive (i.e., unattended) collection devices, which are used to collect wildlife, is prohibited, unless authorized in writing by the Refuge Manager. Each individual trap, snare, or passive collection device shall have a weather-resistant, permanent tag attached with the Permittee's, authorized person's, and/or organization's name legibly marked on the tag or shall have the Permittee's, authorized person's, and/or organization's name legibly marked, imprinted, or engraved on the trap, snare, or device.
19. You may use specimens collected under this permit, any components of any specimens (including natural organisms, enzymes, genetic materials or seeds), and research results derived from collected specimens for scientific or educational purposes only, and not for commercial purposes unless you have entered into a Cooperative Research and Development Agreement (CRADA) with us. We prohibit the sale of collected research specimens or other transfers to third parties. Breach of any of the terms of this permit will be grounds for revocation of this permit and denial of future permits. Furthermore, if you sell or otherwise transfer collected specimens, any components thereof, or any products or research results developed from such specimens or their components without a CRADA, you will pay us a royalty rate of 20 percent of gross revenue from such sales. In addition to such royalty, we may seek other damages and injunctive relief against you.
20. No permanent or semi-permanent fences, buildings, shelters, docks, piers, or other structures or facilities may be erected, built, or placed on the Refuge, unless authorized in writing by the Refuge Manager. No machinery, equipment, supplies, or materials may be placed or stored on the refuge, unless authorized in writing by the Refuge Manager.
21. All open fires are prohibited, unless authorized in writing by the Refuge Manager. Leaving an authorized open fire unattended or not completely extinguished is prohibited. Setting on fire or causing to be set on fire any timber, brush, grass, or other inflammable material, including camp or cooking fires, is prohibited, unless authorized in writing by the Refuge Manager. The use of cutting torches, arc welders, or any other open flame/sparking devices (which are required to conduct the special use activity) shall be exercised with caution and only with prior authorization from the Refuge Manager or Refuge Fire Management Officer. When use of these devices is necessary, the operator(s) shall have immediate access to appropriate fire control equipment (e.g., fire extinguishers, shovels, etc.) and immediate communication access to local emergency services (e.g., cellular telephone, two-way radio, etc.). Tobacco smokers shall practice caution when smoking; shall completely extinguish all matches, cigars, cigarettes, and pipes; and shall dispose of same in a proper container (e.g., a vehicle ash tray).

01/26/04 WED 14:41 FAX 252 475 1888 ALLIGATOR RIVER NWR 008

**Special Conditions for Beach Placement of Dredged Material  
Pea Island National Wildlife Refuge**

Permittee: Wilmington District - Corps of Engineers

Special Use Permit No. 2004-026

1. All work relative to the disposal of dredged material will be completed to the satisfaction of the Refuge Manager or designee.
2. No dredged material will be placed in wetlands.
3. Pipelines crossing submerged aquatic vegetation will be floated. Likewise, any pipeline transecting wetlands must be placed with appropriate equipment so as to minimize disturbance in the wetland.
4. Pipeline placement on the beach will be within fifty feet and parallel to the toe of the dune until reaching the discharge point. To minimize equipment and vehicle traffic on the beach at night, sufficient discharge pipe, equipment, and supplies must be stored at the discharge point prior to the onset of darkness.
5. The pipeline route will be selected by the Refuge Manager or designee so as to avoid nesting shorebird areas, including the piping plover, and other sensitive areas. The pipeline must have "crossovers" for access to the beach by refuge staff or visitors.
6. Dredged material placed on the beach must be shown, to the satisfaction of the Refuge Manager or designee, to be free of hazardous contaminants and of suitable grain size and mineral content so as to be compatible with existing beach sand on the refuge oceanfront beach. To accomplish this, Permittee must provide statistically valid data regarding physical and geo-chemical properties of the sand material to be placed upon or adjacent to the refuge beach. All data shall be collected through procedures and protocols approved by the refuge.
7. All dredged material will be deposited from 5 feet mean sea level and extending oceanward down the beach slope for a distance not to exceed 150 feet into the swash zone. The 5 feet mean sea level contour requirement may be reconsidered by the Refuge Manager or designee, depending upon beach conditions at the time of disposal. The U. S. Army Corps of Engineers (USACE) is requesting authorization to place an estimated 338,000 - 555,000 cubic yards of material dredged from the portions of the Oregon Inlet Navigation Channel referred to as the Bodie Island Spit and Ocean Bar on the beach of Pea Island National Wildlife Refuge. An additional 351,000 cubic yards of material will be dredged if funds become available for a total of 906,000 cubic yards. Dredging of the Bodie Island Spit portion of the navigation channel will be done by ocean-certified pipeline dredge and the Ocean Bar channel section will be dredged by a hopper dredge. The hopper dredge will dispose as close to shore as possible. The project is expected to take about 90 days to complete. Placement of the dredged material on the refuge beach will begin at or south of Corps of Engineers Station 45+00 and will transition to a full disposal section at or south of Station 46+50. Disposal will continue southward for a distance of approximately 2,200 feet and will then begin a transition at Station 68+50 back to the natural shoreline at or near Station 70+00. The node created by this disposal technique shall contain approximately 200,000 cubic yards of dredged material. The first disposal site

will be followed by an undisturbed section of refuge beach for a distance of 2,000 feet between Station 70+00 and Station 90+00. At Station 90+00 disposal will begin with transition to a full disposal section at Station 91+50 and shall proceed southward to Station 113+50 where transition back to natural shoreline at Station 115+00 will occur. The second node will contain approximately 200,000 cubic yards of dredged material. The second disposal node will be followed by an undisturbed section of refuge beach for a distance of 2,000 feet between Station 115+00 and Station 135+00. This node/internode pattern shall be repeated with the same distances to the south until the dredging project is completed. The total length of refuge beach affected by the project is expected to be about 15,000 -- 16,000 feet but shall not proceed past Station 205+00 without additional approval by the Refuge Manager or designee.

8. All discharge will be shaped and smoothed as needed to create a beach with relatively natural slopes and contours.
9. At each survey station location on the beach four sand samples must be taken by the USACE or their designee. One sample should be collected at the mean high water line prior to disposal and labeled "Pre-disposal ##" or PDN ##. The remaining three samples should be taken after disposal on the upper beach just down-slope from where disposal started, mid-beach, and in the swash zone. All samples must be taken from depths of approximately 10-12 inches. Samples should be approximately 1 cup, should be placed into zip-loc bags or other suitable container, and must be labeled to correlate with location data on the beach and for the dredge at the time the sample was collected. The USACE or designee is responsible for notifying the refuge when samples are ready to be transferred to refuge staff.
10. For sediments removed by hopper dredge and placed into the near-shore zone, one sand sample from each load shall be provided. Samples should be approximately 1 cup, should be placed into zip-loc bags or other suitable container, and must be labeled to correlate with location data for the dredge at the time the sample was collected. The USACE or designee is responsible for notifying the refuge when samples are ready to be transferred to refuge staff.
11. From commencement of work, any work on the beach at night will be done with low sodium lights (including all bulldozers and other equipment used on the beach or the disposal area).
12. For any work occurring on the refuge beach prior to September 1, work stoppages at night due to equipment breakdown or for any other reason may allow sea turtles to nest in the work area. Should work stoppages occur at night during this time, resulting in lights being out for more than 30 minutes, no deposition will begin until the Refuge Manager or designee has informed the USACE Project Manager or designee that the beach has been surveyed and turtle nests have been removed or determined to be in a safe location.
13. A monitoring plan will be developed by the Refuge Biologist and approved by the Refuge Manager to document and monitor the effects of dredged material placement on the refuge beach. Adequate funds to conduct this plan will be obtained and transferred from the USACE to Alligator River National Wildlife Refuge. A copy of the

monitoring plan with budget is attached to this permit. Signing and accepting the Special Use Permit shall constitute concurrence with the monitoring plan and agreement to provide the necessary funding for monitoring. If yardage volume changes by more than 20% and, provided there is a minimum 15 days notice of the change in volume of dredged material, the monitoring budget shall be reconsidered and may be subject to revision. However, the relationship between changes in dredged material volume and cost of monitoring is non-linear.

14. The U. S. Army Corps of Engineers or designee will be responsible for erecting proper signs and barriers as needed to protect the health, welfare, and safety of the public. Closure of refuge areas to public access will require coordination with the refuge and approval by the Refuge Manager.
15. All damage occurring to plant communities or the barrier dune system shall be repaired by the USACE or designee through shaping and planting to the Refuge Manager's or designee's satisfaction.
16. The Refuge Manager or designee will be provided pre- and post project beach profiles and a dredge log showing daily coordinates (latitude, longitude) for the dredge site and for the disposal site.
17. Upon completion of dredging, refuge staff will test the beach wherein disposal occurred. If compaction readings exceed an average of 750 pounds per square inch (psi), the USACE shall be responsible for tilling the beach to a depth of no less than 30 inches for the entire area wherein dredged material was deposited or wherever compaction readings exceeded 750 psi. All tilling shall be completed prior to the expiration date of SUP 2004-026 unless permittee provides other arrangements acceptable to the Refuge Manager or designee.
18. Upon project completion, all materials and supplies, including all metal, wood, or other debris used during or associated with the project shall be removed from the refuge within 30 days. This includes nuts, bolts, or any other residual material that may get covered by sand during setting up or breaking down the pipeline.
19. Safety procedures for refueling equipment must be strictly adhered to so as to minimize the risk of spills. Hydraulic lines on all equipment must be kept in good repair to prevent leakage of hydraulic fluid. Contaminant spills of any kind or quantity must be cleaned up to the Refuge Manager's or designee's satisfaction.
20. The USACE is required to conduct a post-dredging/disposal inspection with the Refuge Manager or designee prior to the contractor demobilizing and moving away from the site.

